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**IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEVADA**

WINNER'S SUN PLASTIC & ELECTRONIC  
(SHENZHEN) CO. LTD., a Chinese Limited  
Company,

Plaintiff,

vs.

THE PARTNERSHIPS and  
UNINCORPORATED ASSOCIATIONS  
IDENTIFIED ON SCHEDULE "B",

Defendants.

NO.: 2:19-cv-00980-RFB-DJA

**ORDER ENTERING FINAL  
DEFAULT JUDGMENT**

Before the Court is Plaintiff's motion for the Court to enter final default judgment. The Court, having reviewed the records and files herein; specifically:

1. Winner's Motion;
2. Pleadings and papers on file or cited to within this briefing;
3. All declarations and exhibits attached thereto filed in support of 1-2;
4. \_\_\_\_\_.

5.

<b>Defendant</b>	<b>Lost Profits Damages</b>	<b>Total Enhanced Damages</b>
Ausemk (Sold by Shiida)	\$1,746.00	\$5,238.00
BestTrendy	\$4,086.00	\$12,258.00
BitSaint	\$606.00	\$1,818.00
BZE (Sold by Bestzoe)	\$1,605.00	\$4,815.00
CamKix (Sold by Eco-Fused)	\$158,373.00	\$475,119.00
Dokro (Sold by Kcooldirect)	\$78.00	\$234.00
ELEGANT (Sold by Furmoeresa)	\$36,045.00	\$108,135.00
SELFIECOM	\$4,365.00	\$13,095.00
Teeck	\$9,351.00	\$28,053.00
TimeLED (Sold by Imake Direct)	\$4,119.00	\$12,357.00
TNT (Sold by Peter Wombat)	\$5,652.00	\$16,956.00
Vvtan (Sold by Jackbaba)	\$2,778.00	\$8,334.00
Youquee	\$1,779.00	\$5,337.00
<b>Joint and Several Liability</b>	<b>\$230,583</b>	<b>\$691,749.00</b>

The Court, having reviewed the briefing, records and supporting documents filed in regard to Plaintiff's Motion, hereby GRANTS this motion.

In view thereof, now therefore it is hereby ORDERED that:

1) An entry of an award in the amount of \$691,749.00 jointly and severally against the Defaulted Defendants from which monetary damages are hereby sought.

1           2) An entry of an award of attorney's fees in the amount of \$35,673.00 jointly and  
2 severally against the Defaulted Defendants from which monetary damages are hereby sought.

3           3) An award of \$56,050.65 jointly and severally against the Defaulted Defendants from  
4 which monetary damages are hereby sought based on 10% interest per annum for one and one-  
5 half (1½) years on the \$691,749.00 damages awarded.

6           4) Amazon and eBay shall freeze any accounts of the listed defendants and prevent any  
7 future sales of selfie sticks for those accounts;

8           5) Amazon and eBay shall freeze any monies in the eBay and Amazon accounts and  
9 transfer to Winner or Winner's counsel the awarded damages for the Defaulted Defendants'  
10 infringing accounts to satisfy the above money damages;

11           6) An entry of a permanent injunction as to each and every Defaulted Defendant for the  
12 removal of the infringing accounts from Amazon and/or eBay.

13           7) Said Defendants and their officers, affiliates, agents, and employees are hereby  
14 enjoined from:  
15

16           a.       using the Winner Designs or any reproductions, counterfeit copies, or colorable  
17 imitations thereof in any manner in connection with the distribution, marketing,  
18 advertising, offering for sale, or sale of any product that is not a genuine Winner product  
19 or is not authorized by Plaintiff to be sold in connection with the Winner Patents;

20           b.       passing off, inducing, or enabling others to sell or pass off any product as a  
21 genuine Winner product or any other product produced by Plaintiff that is not Plaintiff's  
22 or not produced under the authorization, control, or supervisions of Plaintiff and  
23 approved by Plaintiff for sale under the Winner Patents;

24           c.       further infringing the Winner Patents and damaging Plaintiff's goodwill;  
25

1 d. otherwise competing unfairly with Plaintiff in any manner;

2 e. shipping, delivering, holding for sale, transferring or otherwise moving, storing,  
3 distributing, returning, or otherwise disposing of, in any manner, products or inventory  
4 not manufactured by or for Plaintiff, nor authorized by Plaintiff to be sold or offered for  
5 sale, and which bear any Plaintiff design, including the Winner patents, or any  
6 reproductions, counterfeit copies, or colorable imitations thereof;

7 f. using, linking to, transferring, selling, exercising control over, or otherwise  
8 owning the Online Marketplace Accounts or any other online marketplace account that is  
9 being used to sell or is the means by which Defendant could continue to sell infringing  
10 Winner products; and  
11

12 g. operating and/or hosting any website or marketplace account for or on behalf of  
13 Defendant that is involved with the distribution, marketing, advertising, offering for sale,  
14 or sale of any product bearing the Winner designs and patent or any reproduction,  
15 counterfeit copy of colorable imitation thereof that is not a genuine Winner product or not  
16 authorized by Plaintiff to be sold in connection with the Winner patents.

17 8) Said Defendants and their officers, affiliates, agents, and employees and any third  
18 parties receiving actual notice of this order—including any credit card companies, banks, or  
19 payment processors—shall, within five business days of receipt of such notice, provide to  
20 Plaintiff:  
21

22 a. the identities and all contact information related to the Defendants, and any  
23 entities having any ownership or control over the marketplace stores operating by the  
24 Defendants, and any other accounts under the operation or control of the individuals  
25

1 operating the foregoing accounts, including all known contact information and associated  
2 e-mail addresses;

3 b. the nature of Defendants' operations and all associated sales, method of payment  
4 for services and financial information, including without limitation, identifying  
5 information associated with the Online Marketplaces, Domain Names, and Defendants'  
6 financial accounts, as well as providing a full accounting of Defendants' sales and listing  
7 history related to their respective Online Marketplaces and Domain Names; and

8 c. any financial accounts owned or controlled by Defendants, including their agents,  
9 servants, employees, confederates, attorneys, and any persons acting in concert or  
10 participation with them, including such accounts residing with or under the control of any  
11 banks, savings and loan associations, payment processors or other financial institutions,  
12 including, without limitation, PayPal, Alipay, Wish.com, Amazon Pay, or other merchant  
13 account providers, payment providers, third party processors, and credit card associations  
14 (e.g. Mastercard and VISA).  
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16 9) Said Defendants and any third parties with actual notice shall, within five business  
17 days after receipt of such notice, disable any and all accounts and/or services used by the  
18 Defendant to market, advertise, sell and/or offer to sale any goods in conjunction with the  
19 Winner patents, including any counterfeit goods or colorable imitations thereof.  
20

21 10) Said Defendants and their officers, affiliates, agents, and employees shall be  
22 restraining and enjoined from transferring or disposing of any monies or assets until the  
23 monetary damages in the judgement herein are satisfied.

24 11) Any Third Party Providers, including PayPal, Inc. ("PayPal"), Alipay, Wish.com, and  
25 Amazon Pay, shall, within five (5) business days of receipt of this Order:

1 a. locate all accounts and funds connected to Defendants' Seller Aliases, Online  
2 Marketplaces and Domain Names, including, but not limited to, any financial accounts  
3 connected to the information listed in Schedule B hereto, the e-mail addresses identified,  
4 and any e-mail addressed provided for Defendants by third parties; and

5 b. restrain and enjoin any such accounts or funds from transferring or disposing of  
6 any money or other of Defendants' assets until full satisfaction of the monetary damages  
7 contained herein.  
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9 **IT IS SO ORDERED.**

10 Dated this 15th day of November, 2021  
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13 Hon. Richard F. Boulware  
United States District Judge  
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